

80004

Agreement Number: 12053
DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Asotin County,
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: <u>Asotin County</u>		
Tax Identification Number: <u>91-6001295</u>		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: <u>Chris Kemp</u>		
Title: <u>CFO/Risk Manager</u>		
Address: <u>P.O. Box 250</u>		
City: <u>Asotin</u>	State: <u>WA</u>	Zip: <u>99402</u>
Phone Number: <u>509-243-2078</u>		
Email Address: <u>ckemp@co.asotin.wa.us</u>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:
Email to: mcua@des.wa.gov OR Mail to: WA Dept of Enterprise Services
MCUA, Attn: Kris Gorgas
P.O. Box 41409
Olympia, WA 98504-1409
5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

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6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.
- In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

Entity Name
C. F. Hunsaker for

Signature
Roselyn Marcus, Assistant Director

Name/Title
07/18/2013

Date

Asotin County

Entity Name
Brian Shinn

Signature
Brian Shinn, Commissioner Chairman

Name/Title
June 24, 2013

Date

APPROVED AS TO FORM

Jane Bremner Riley

Jane Bremner Riley WSPA #20751

Asotin County Chief Deputy Prosecuting Attorney

Resolution 13- 21

AUTHORIZING Interlocal AGREEMENT WITH WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

WHEREAS: Washington enterprise services offers the ability to the County to contract through a bid, proposal or contract awarded by Washington Enterprise Services;

WHEREAS: The costs of requests for proposals, bid and contracting has previously been borne by DES, and the quantity sold to the state can result in significant savings, the County will benefit financially from this agreement;

WHEREAS: DEL has sent a contract and eliminated the membership fee since the last agreement;

WHEREAS; There will be no personal or real property acquired as a result of this cooperative agreement,

WHEREAS; The administrator for this undertaking will be the Director of the Office of Enterprise Services;

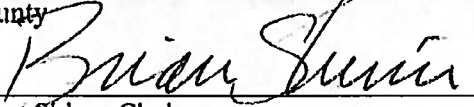
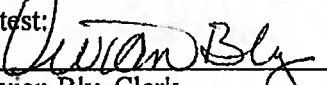
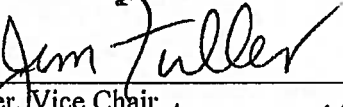
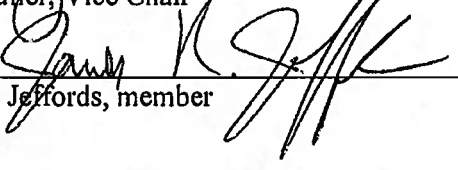
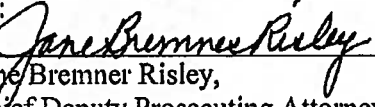
WHEREAS: RCW 39.34 requires web based viewing of contracts, solicitations and bids, that information is attached and incorporated by reference;

THEREFORE be it RESOLVED: Asotin County will save staff time and money by accessing state contracts that have been previously awarded following Washington's statutory requirements.

FURTHER BE IT RESOLVED: The Board authorizes use of the Master Contracts for Washington by signing this resolution and the Master Contract Usage Agreement with DES, attached and incorporated by reference.

This resolution will take effect upon signature.

The provisions of this Resolution are severable, and if any portion is found to be unenforceable, the remainder of the Resolution shall not be affected.

Adopted by Board of Commissioners, Asotin County  Brian Shinn, Chairman	Attest:  Vivian Bly, Clerk Date: <u>June 24, 2013</u>
 Jim Fuller, Vice Chair	Approved as to Form:
 James Jeffords, member	Benjamin C. Nichols, Prosecuting Attorney by:  Jane Bremner Risley, Chief Deputy Prosecuting Attorney

